

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FT. WORTH DIVISION**

EUGENIO VARGAS
Plaintiff/Counterclaim Defendant

Case No. 4:22-CV-00430-Y

**ASSOCIATION OF
PROFESSIONAL FLIGHT
ATTENDANTS, JULIE HEDRICK,
ERIK HARRIS**
Defendants/Counterclaim Plaintiff.

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PLAINTIFF’S SETTLEMENT CONFERENCE STATEMENT

COME NOW, Plaintiff Eugenio Vargas (“Plaintiff”), by and through his undersigned counsel, and submits this Plaintiff’s Settlement Conference Statement:

The parties attended a settlement conference for Eugenio Vargas v. APFA, et al on March 29, 2023. In attendance were:

Eugenio Vargas, Plaintiff

Kerri Phillips, Plaintiff’s Counsel

Sanford Denison, Defendants’ Counsel

Julie Hedrick, Association of Professional Flight Attendants (hereinafter “APFA”) National President

Erik Harris, APFA National Treasurer

Charlette Matts, In-House counsel for APFA,

Unfortunately, Defendants, APFA and its individual officers, are not likely of settlement with Plaintiff at this point. Plaintiff put forth multiple offers for settlement to Defendants for the union which would allow Plaintiff to continue employment with the employer, American Airlines, Inc., without continuing to endure the abuse suffered from the Union and its officers’ conduct. As

of the filing of this pleading, all offers for settlement made by the Plaintiff have been rejected by Defendants.

Currently, Defendants are unable or unwilling to settle due to their concerns about additional liability and/or additional lawsuits resulting from the charging parties against Plaintiff in the Arbitration—Melissa Chinery-Burns and Sandra Lee. Defendants' Counsel made clear that Defendant, APFA, is contractually liable if settlement occurs on its counterclaims. Defendant, APFA, must first have a final judicial resolution to its Motion to Enforce the Arbitration Award and Breach of Fiduciary Duty claims to consider settlement without accepting risks of liability from others. As of the date of this filing, Defendant, APFA, is unable to negotiate settlement or mediate in good faith as it is contractually required to enforce an arbitration award acquired by its membership on its behalf and refuses to acknowledge the fraudulent means used to acquire it. As of the date of this filing, settlement is not likely based on the pending counterclaims by APFA and its perceived liability.

Respectfully submitted,
KD PHILLIPS LAW FIRM, PLLC

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PLAINTIFF/COUNTERCLAIM
DEFENDANT**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of April 2023 a true and correct copy of the foregoing instrument was served upon Plaintiff's attorney via the e-filing manager and email to at denison@baabdenison.com, and b.osborne@osbornelaw.com, respectively.

/s/ Kerri Phillips
Kerri Phillips, Esq.